

# City National Bank

of Baton Rouge

RECORDATION NO. 13073  
MAR 24 1981 - 1 15 PM

INTERSTATE COMMERCE COMMISSION  
March 18, 1981

JOHN C. HAMILTON  
EXECUTIVE VICE PRESIDENT

1-0834150

No. MAR 24 1981

Date

Fee \$ 50.00

Secretary of the Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

ICC Washington, D. C.

Enclosed are three executed copies of an Act of Collateral Chattel Mortgage, wherein Richard W. Blackstone, Mortgagor, whose mailing address is P. O. Box 65196, Baton Rouge, Louisiana 70896, has granted unto City National Bank of Baton Rouge, a national banking corporation domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is P. O. Box 1231, Baton Rouge, Louisiana 70821, a collateral chattel mortgage specially mortgaging and hypothecating unto City National Bank of Baton Rouge, as Mortgage, the following described property, to-wit:

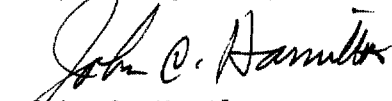
Eight (8) BRAE covered hopper railcars  
Serial #'s and railroad reporting marks (BRAX):  
260365  
260349  
260348  
260347  
260368  
260367  
260374  
260326

RECEIVED  
MAR 24 4 09 PM '81  
FEE OPERATION BR.

Please record these documents in accordance with the practices of your office.

Enclosed is our check for \$50.00 in payment of the recordation fee.

Yours very truly,

  
John C. Hamilton  
Executive Vice President

JCH:md  
Enclosures

Registered mail  
Return receipt requested

COLLATERAL  
CHATTEL MORTGAGE

STATE OF LOUISIANA, PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this March 18, 1981

(Date)

Richard W. Blackstone

(Name)

RECORDATION NO. 13003  
MAR 24 1981 - 4 15 PM  
INTERSTATE COMMERCE COMMISSION

domiciled in the Parish of East Baton Rouge, Louisiana, of lawful age, hereinafter called Mortgagor, declares and acknowledges that Mortgagor is justly and truly indebted unto the CITY NATIONAL BANK OF BATON ROUGE, Baton Rouge, Louisiana, hereinafter called Mortgagee and

herein represented by John C. Hamilton, its duly authorized agent, and any holder or holders of the note hereafter described in the full and true sum of Three Hundred Twenty-three Thousand Four Hundred Forty-eight and no/100 Dollars,

in representation whereof, said Mortgagor has made and subscribed his one certain promissory note dated this day to the order of "MYSELF" and by himself endorsed for the amount of said principal sum payable on DEMAND after date at the CITY NATIONAL BANK OF BATON ROUGE, Baton Rouge, Louisiana, stipulating interest at the rate of eight (8%) per cent per annum from date until paid, and twenty (20%) per cent additional on both principal and interest as attorney's fees in the event of non-payment of said note at its maturity or of its becoming due and exigible under any of the terms of the said note or of this mortgage, and upon its being placed in the hands of an attorney-at-law for collection.

The above described note is herein given, and the mortgage herein granted and executed, for the sole purpose of being used as collateral security by Mortgagor, and for that reason the note executed may be pledged to secure loans and advances made or to be made, or to secure the debt of another, and upon the payment of said indebtedness, said note may be returned to Mortgagor without extinguishment of the mortgage herein granted to secure the same, and may be again at any time reissued by Mortgagor, and be a valid and existing indebtedness of Mortgagor in favor of the holder or holders of the same as collateral security either for a debt contracted by Mortgagor or to secure the debt of another with same validity and effect as is now given to it.

And now to secure the payment of the said note in principal, interest, attorney's fees and costs, the said Mortgagor does by these presents, specially mortgage and hypothecate unto the said Mortgagee and such person or persons who may be the holder or holders of the said note the following described property, to-wit:

Eight (8) BRAE covered hopper railcars  
Serial #'s and railroad reporting marks (BRAX):  
260365  
260349  
260348  
260347  
260368  
260367  
260374  
260326

together with all the attachments, equipment and material now thereon or which may hereafter be placed thereon.

Said property shall remain so mortgaged and hypothecated until the full and final payment of the aforesaid indebtedness in principal and eventual interest, it being agreed and stipulated that it shall not be sold, alienated or encumbered to the prejudice of these presents. It is further agreed and stipulated that in the event that said indebtedness, or any part thereof, is not punctually paid at its maturity, and according to its tenor, or in the event that it becomes due and exigible under any of the terms of this mortgage or of the note given in connection therewith, the property herein mortgaged may be seized and sold under executory process or under a writ of fieri facias issued in execution of any ordinary judgment obtained on the note hereinabove described and/or under the terms of this mortgage, or under other legal or judicial process, without appraisal, to the highest bidder, payable cash, the said Mortgagor hereby expressly dispensing with all and every appraisal thereof, and hereby confessing judgment in favor of said Mortgagee and any such person or persons who may be the owner or owners of said note for the full amount thereof, in principal and interest, together with all costs, including the attorney's fees herein stipulated. Mortgagor also waives and renounces in favor of mortgagee and any future holder or holders of the note herein given any exemption or claim to exemption that he may have or otherwise enjoy, prohibiting the seizure and/or sale of the mortgaged property.

The said mortgagor herein agrees that in the event that proceedings "via executiva" are filed on the hereinabove described note, to waive and does hereby specially do so, the three (3) days' notice of demand for payment of the amount due by him on said note, as required by Art. 2639 of the La. Code of Civil Procedure, as well as notice of seizure by the Sheriff, Constable or Justice of the Peace, and the three (3) days' delay provided by Art. 2331 of the La. Code of Civil Procedure, said Mortgagor expressly agreeing to the immediate seizure of the said hereinabove described property in the event of suit herein.

Mortgagor shall keep any automobile included in this mortgage constantly insured against fire and theft by a company licensed to do business in Louisiana with not more than \$100,000 deductible and Mortgagor shall keep the property included in this mortgage other than an automobile constantly insured against

loss by fire, theft and explosion, the full amount of the loss payable to Mortgagee or any future holder or holders, and shall transfer and deliver the policies and proceeds to the benefit of Mortgagee or any future holder or holders, and shall not in any way encumber, assign, hypothecate, or otherwise dispose of the policies or said note is hereby authorized at its option, without being required to do so, to have such insurance made and effected at the cost and expense of the said Mortgagor and it is agreed and stipulated that all sums or proceeds from the insurance shall be paid to Mortgagee or any future holder or holders of the said note, and shall be further secured by the mortgage herein granted to the additional amount of ten per cent of the (8%) per annum from date of disbursement until paid and shall be further secured by the mortgage herein granted to the additional amount of ten per cent of the

It is further agreed that in case the Mortgagor shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted against the Mortgagor to have the Mortgagor adjudged an involuntary bankrupt, or proceedings to be taken against the Mortgagor looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in the event, Mortgagor shall permit any lien for repair or storage to be created or placed against said property or in case of the death of the Mortgagor, or in case the Mortgagor should fail to pay any installments of the said note or the interest thereon promptly when due, or fail to effect and keep in force the insurance herein provided for and to transfer and deliver the said policies to Mortgagee or any future holder or holders of the said note with loss payable as herein provided for, or should the mortgaged property be destroyed or stolen or damaged while not covered by insurance, with loss payable as herein required, or should Mortgagor without the written consent of the Mortgagee or any future holder or holders of said note remove or permit the removal of the mortgaged property from the Parish in which it is located or to be located as herein provided or in the event that said mortgaged property without such written consent is kept at a location other than as herein stipulated, or in the event of the sale of the mortgaged property without such written consent, then and in any of said events, all said indebtedness, then remaining unpaid, shall ipso facto, and without any demand or putting in default, at the option of mortgagee, or holder or holders of said note, become immediately due and exigible. The acceleration clauses hereinabove provided for shall be in addition to those granted or that may hereafter be granted by law.

It is expressly agreed that any omission or failure by the holder of said note to exercise or any delay in exercising any of the options hereinabove conferred upon any given default or defaults shall not operate as a waiver of the right to exercise any of said options at any time thereafter or upon any subsequent default or defaults.

The Mortgagor declares that he is the true and lawful owner of the property herein mortgaged and that there are no mortgages, encumbrances, liens, or privileges

of any character, resting against the above described mortgaged property, other than that herein granted, except

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year above written, in the presence of the undersigned witnesses, Mortgagor recognizing the authority of the representative of Mortgagee to act herein for Mortgagee.

Witnesses:  
Phyllis A. Woods  
Phyllis A. Woods  
Renee L. Muse  
Renee L. Muse

X Richard W. Blackstone  
Richard W. Blackstone

CITY NATIONAL BANK OF BATON ROUGE  
By John C. Hamilton

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned authority, person-

ally appeared

to me known to be the person described in and who executed the foregoing instrument as a witness thereto, and acknowledged that he executed the same as such witness; and said appeared being duly sworn, did depose and say that said instrument was executed by the parties thereto in the presence of affiant and of the other subscribing witnesses, and by all of the parties thereto as their own free act and deed. And the note of the mortgagor fully described in the above and foregoing mortgage being presented to me was paraphrased "Ne Varietur" by me, said Notary, for identification with said mortgage and this acknowledgment and authentication, and was delivered to the mortgagee.

\_\_\_\_\_  
(Witness)

Sworn to and subscribed before me on the day, month and year last above written.

Notary Public

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 18th day of March, 1981, before me personally appeared Richard W. Blackstone, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

*Richard W. Blackstone*  
Richard W. Blackstone

Sworn to and subscribed before me on the day, month and year last above written.

*G. T. Owen, III*  
G. T. Owen, III  
Notary Public

My commission is for life.